

REMARKS

Reconsideration and allowance are requested.

Claims 1-13 stand rejected under 35 U.S.C. §112, second paragraph for indefiniteness.

This rejection is respectfully traversed.

The clause “dynamically controlling an impedance load” definite and distinct when understood by a person of ordinary skill in the art in light of the specification. For example, page 3, lines 4-5 of the specification explain that the impedance load is dynamically changed according to the requirements of a particular situation. In other words, for different situational requirements the impedance load is changed. Claim 1 has been amended to define this clause as follows: “wherein dynamically controlling of the impedance load includes changing a reflection coefficient of the antenna arrangement.” Claims 8-13 have been amended to remove the term “dynamic.”

The term “whereby” has been removed from the claims. Claim 8 has been amended so that it clearly recites more than one element including an antenna, an impedance arrangement, and a control unit. The claim also now recites that the control unit is configured to change the impedance load of the antenna arrangement by changing a reflection coefficient of the antenna arrangement between:

- fully matching the impedance load of the antenna arrangement during a transmit period including a transmit pulse originating from a transmitter in the antenna arrangement,
- a trade-off matching the impedance load of the antenna arrangement during a defined receive period in the antenna arrangement, and

- a poor matching of the impedance load of the antenna arrangement during an inactive time period excluding the transmit and receive periods that causes the antenna arrangement to present a low radar cross section during said inactive period.

These amendments also overcome the objection under 37 CFR 1.71 and the rejection of claims 8-13 under 35 U.S.C. §112, first paragraph. For the record, the control unit recited in claim 8 is not a means plus function element.

Claims 1 and 8 stand rejected under 35 U.S.C. §102 as being anticipated by USP 4,155,087 to Okrent. This rejection is respectfully traversed.

To establish that a claim is anticipated, the Examiner must point out where each and every limitation in the claim is found in a single prior art reference. *Scripps Clinic & Research Found. v. Genentec, Inc.*, 927 F.2d 1565 (Fed. Cir. 1991). Every limitation contained in the claims must be present in the reference, and if even one limitation is missing from the reference, then it does not anticipate the claim. *Kloster Speedsteel AB v. Crucible, Inc.*, 793 F.2d 1565 (Fed. Cir. 1986). Okrent fails to satisfy this rigorous standard.

Okrent describes an antenna constructed to modulate its reflection when it detects that a radar transmission is taking place. Claims 1 and 8 recite that it is the antenna arrangement which belongs to the radar that transmits the transmit pulse. That same antenna arrangement adapts its impedance load to scatter signals from an external source, e.g., a hostile radar. Okrent fails to teach an antenna arrangement that sends out a pulse during an active period and then changes its impedance load during an inactive period to reduce the radar cross section of the antenna arrangement.


The application is in condition for allowance. An early notice to that effect is requested.

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Respectfully submitted,

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